

August 5, 2015

United State Department of the Interior
Bureau of Ocean Energy Management
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

Attn: Adjudication Unit

Re: Non-Required Filings
Overriding Royalty Assignment

Gentlemen:

Enclosed for filing in the BOEM Non-Required Filings, Category 5 – Overriding Royalty, Production Payment, Net Profit are two copies of that certain Overriding Royalty Assignment (“Assignment”) between Shell Offshore Inc (“Assignor”) and Fieldwood Energy Offshore LLC (“Assignee”) dated effective January 1, 2015.

Please record one copy in the files maintained for the below list of leases and return the other copy BOEM date-stamped to the undersigned for completion of our files.

1. OCS-G 11043 Green Canyon 244
2. OCS-G 12210 Green Canyon 201
3. OCS-G 19760 Vermilion 196

Also enclosed, is a Pay.gov receipt evidencing payment of the required filing fee.

Please feel free to contact me if you have any questions pertaining to the enclosed at 713-969-1245.

Sincerely,

Fieldwood Energy Offshore LLC

A handwritten signature in blue ink, appearing to read 'P. Vera', written over a horizontal line.

Paula Vera
Senior Land Technician

Fieldwood Energy Offshore LLC 2000 W. Sam Houston Pkwy S., Suite 1200 Houston, Texas 77042
(713) 969-1000 main (713) 969-1099 fax

OVERRIDING ROYALTY ASSIGNMENT

UNITED STATES OF AMERICA §
OUTER CONTINENTAL SHELF §
OFFSHORE LOUISIANA §

OVERRIDING ROYALTY ASSIGNMENT

THIS ASSIGNMENT (herein called "Assignment") is made by **SHELL OFFSHORE INC.**, a Delaware Corporation ("Assignor"), having a post office address of 701 Poydras Street, New Orleans, Louisiana 70161, hereinafter referred to as "ASSIGNOR", and **FIELDWOOD ENERGY OFFSHORE LLC** ("Fieldwood"), a Delaware limited liability company, having an address of 2000 W. Sam Houston Parkway S., Suite 1200, Houston, Texas 77042, hereinafter referred to as "ASSIGNEE."

WITNESSETH:

WHEREAS, ASSIGNOR desires to sell, and ASSIGNEE desires to purchase, all of ASSIGNOR's right, title and interest in those certain overriding royalty interests described on Attachment "A" hereto ("Overriding Royalty Interests").

NOW, THEREFORE,

FOR A GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, Assignor hereby GRANTS, ASSIGNS, TRANSFERS, SELLS, AND CONVEYS to Assignee, subject to the terms and conditions contained herein, the Overriding Royalty Interests.

This Assignment shall be subject to the following terms, conditions, reservations, or exceptions:

1. This Assignment is effective as of 7:01 a.m. local time, January 1, 2015 (the "**Effective Date**").
2. This Assignment shall at all times be subject to and governed by that certain Asset Purchase Agreement for the Hickory Unit (the "Agreement") dated effective January 1, 2015, by

and between Assignor and Assignee. In the event of a conflict between the terms and provisions of this Assignment and those set forth in the Agreement, the terms and provisions set forth in the Agreement shall control. Any capitalized terms used herein but not defined herein shall be as defined in the Agreement.



3. **EXCEPT AS PROVIDED IN THIS ASSIGNMENT OR IN THE AGREEMENT, THIS ASSIGNMENT IS MADE "AS IS, WHERE IS", AND IS ACCEPTED BY ASSIGNOR WITHOUT WARRANTY OF TITLE, EITHER EXPRESS, STATUTORY OR IMPLIED, EXCEPT ASSIGNOR WARRANTS TITLE TO THE OVERRIDING ROYALTY INTEREST BY, THROUGH AND UNDER ASSIGNOR, BUT NOT OTHERWISE. NOTWITHSTANDING THE ABOVE, ASSIGNEE SHALL HAVE THE RIGHT OF FULL SUBSTITUTION AND SUBROGATION IN AND TO ANY AND ALL RIGHTS AND ACTIONS OF WARRANTY WHICH ASSIGNOR OR ASSIGNOR'S AFFILIATES OR SUBSIDIARIES MAY HAVE AGAINST ANY AND ALL PRECEDING OWNERS OR VENDORS OF THE OVERRIDING ROYALTY INTEREST.**

TO HAVE AND HOLD, the interests conveyed here unto Assignee, its successors and assigns, in accordance with all the terms and provisions of the Leases and subject to all terms and conditions of the Agreement. Assignee covenants and agrees that the Agreement shall be referenced in any further assignment by Assignee and its successors and assigns affecting the Leases and shall constitute covenants running with the land for the benefit of the Assignor and Assignee.

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IN WITNESS WHEREOF, this Assignment is executed by Assignor and Assignee on the dates set forth in their respective acknowledgments hereto, but shall be effective as of the Effective Date and, if required, subject to the approval of the appropriate regulatory assignment form for this Assignment by BOEM/BSSE, United States Department of the Interior, pursuant to 30 CFR 556, Subpart J.

WITNESSES (as to all signatures):


Print Name: Grant Baller

Print Name: Nicholas Parker

ASSIGNOR

SHELL OFFSHORE INC.

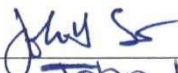
By: 
Name: Dawn L Suggs
Title: Attorney-in-Fact

ASSIGNEE

FIELDWOOD ENERGY OFFSHORE LLC


Print Name: William Gebel

Print Name: Paula Vena

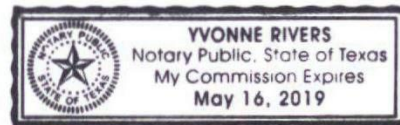
By: 
Name: John H. Smith
Title: Vice President

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 23rd day of July, 2015, by Dawn L. Suggs the Atty in Fact of Shell Offshore Inc., a Delaware corporation, on behalf of said corporation.

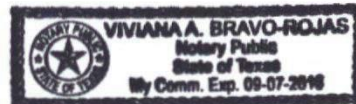
Yvonne Rivers
Notary Public in and for the State of Texas
Notary Name: Yvonne Rivers
My commission Expires: 5-16-19



STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of July, 2015, by John H. Smith, the Vice President of Fieldwood Offshore Energy LLC, a Delaware limited liability company, on behalf of said limited liability company.

Viviana Bravo-Rojas
Notary Public in and for the State of Texas
Notary Name: Viviana Bravo-Rojas
My commission Expires: Sept. 7, 2016



Attachment A

Overriding Royalty Interests:

Overriding royalty interest equal to 1.00% of 8/8ths reserved by Shell Offshore Inc. after production reaches 30mmBOE in that certain Assignment of Overriding Royalty Interest effective September 1, 2010, by and between Shell Offshore Inc. and W & T Energy IV, LLC, filed in the Non-required file maintained for Lease OCS-G 11043 by the BOEM on November 23, 2010.

Overriding royalty interest equal to 4.87999% reserved by Shell Offshore Inc. in that certain Assignment and Conveyance of Overriding Royalty Interest dated effective October 1, 2008 by and between LLOG Exploration Offshore, Inc., Davis Offshore, L.P., Assignors, Shell Offshore Inc. and Marathon Oil Company, Assignees covering the NE/4 Green Canyon Block 201 from the surface to 17,000' subsea TVD.

Overriding royalty interest equal to 6.25% reserved by Shell Offshore Inc. in that certain Assignment of Record Title Leasehold Interest dated effective December 1, 1999 between Shell Offshore Inc., as Assignor, and McMoran Oil & Gas LLC, as Assignee, covering OCS-G 19760, Vermilion Block 196.